

SERIAL 03190 - IGA

**VEHICLE WINDSHIELD & WINDSHIELD
ASSEMBLY**

AD000167

**CONTRACT PERIOD BEGINNING MARCH 01, 2000
ENDING FEBRUARY 28, 2005 ~~2004~~**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for VEHICLE WINDSHIELD &
WINDSHIELD ASSEMBLY
AZ STATE CONTRACT AD000167**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract **AD000167**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0700079.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Contract Summary

CONTRACT NO.: AD000167 - 001

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VENDOR: Safelite Autoglass

OF
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State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

CONTRACT NUMBER: AD000167 - 001

CONTRACT TITLE: Vehicle Windshield & Windshield Assembly

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: March 01, 2000 **THRU:** February 28, 2002

CONTRACTOR: Safelite Autoglass

CONTACT NAME : Brandi Ludovico

ADDRESS: 4440 E Elwood
#101
Phoenix, AZ 85040

TELEPHONE: 602 714-2000

FAX NUMBER: 602 494-6608

CONTRACTING AUTHORITY: State Procurement Office


CONTACT NAME: Rex Martin

TELEPHONE: 602 542-9127

F.O.B. TERMS: FOB Delivered

DELIVERY: FOB Destination

PAYMENT TERMS: 1% 30 Days

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. CERTIFICATION:

BY SIGNATURE IN THE OFFER SECTION OF THE OFFER AND ACCEPTANCE PAGE (SPO FORM 203) BIDDER CERTIFIES:

- A. THE SUBMISSION OF THE OFFER DID NOT INVOLVE COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICES.
- B. THE BIDDER SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT IN VIOLATION OF FEDERAL EXECUTIVE ORDER 11246, STATE EXECUTIVE ORDER 75.5 OR A.R.S. ' 41-1461 ET. SEQ. .
- C. THE BIDDER HAS NOT GIVEN, OFFERED TO GIVE, NOR INTENDS TO GIVE AT ANY TIME HEREAFTER ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOYMENT, GIFT, LOAN, GRATUITY, SPECIAL DISCOUNT, TRIP, FAVOR, OR SERVICE TO A PUBLIC SERVANT IN CONNECTION WITH THE SUBMITTED OFFER. FAILURE TO PROVIDE A VALID SIGNATURE AFFIRMING THE STIPULATIONS REQUIRED BY THIS CLAUSE SHALL RESULT IN THE REJECTION OF THE OFFER. SIGNING THE OFFER WITH A FALSE STATEMENT SHALL VOID THE OFFER, ANY RESULTING CONTRACT AND MAY BE SUBJECT TO LEGAL REMEDIES PROVIDED BY LAW.
- D. THE BIDDER AGREES TO PROMOTE AND OFFER TO USING AGENCIES ONLY THOSE MATERIALS AND/OR SERVICES AS STATED IN AND ALLOWED FOR UNDER RESULTANT CONTRACT(S) AS STATE CONTRACT ITEMS.

2. GRATUITIES:

THE STATE MAY, BY WRITTEN NOTICE TO THE CONTRACTOR, CANCEL THIS CONTRACT IF IT IS FOUND BY THE STATE THAT GRATUITIES, IN THE FORM OF ENTERTAINMENT, GIFTS OR OTHERWISE, WERE OFFERED OR GIVEN BY THE CONTRACTOR OR ANY AGENT OR REPRESENTATIVE OF THE CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE WITH A VIEW TOWARD SECURING A CONTRACT, SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARDING, AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT. IN THE EVENT THIS CONTRACT IS CANCELLED BY THE STATE PURSUANT TO THIS PROVISION, THE STATE SHALL BE ENTITLED, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES, TO RECOVER OR WITHHOLD FROM THE CONTRACTOR THE AMOUNT OF THE GRATUITY. PAYING THE EXPENSE OF NORMAL BUSINESS MEALS WHICH ARE GENERALLY MADE AVAILABLE TO ALL ELIGIBLE STATE GOVERNMENT CUSTOMERS SHALL NOT BE PROHIBITED BY THIS PARAGRAPH.

3. APPLICABLE LAW:

THIS CONTRACT SHALL BE GOVERNED BY, AND THE STATE AND CONTRACTOR SHALL HAVE ALL REMEDIES AFFORDED EACH BY THE UNIFORM COMMERCIAL CODE, AS ADOPTED IN THE STATE OF ARIZONA, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT OR IN STATUTES PERTAINING SPECIFICALLY TO THE STATE. THIS CONTRACT SHALL BE GOVERNED BY THE LAW OF THE STATE OF ARIZONA, AND SUITS PERTAINING TO THIS CONTRACT SHALL BE BROUGHT ONLY IN FEDERAL OR STATE COURTS IN THE STATE OF ARIZONA.

4. ARIZONA PROCUREMENT CODE:

THE ARIZONA PROCUREMENT CODE (A.R.S. TITLE 41, CHAPTER 23) AND THE ARIZONA PROCUREMENT CODE RULES AND REGULATIONS (A.C.R.R. TITLE 2, CHAPTER 7), ARE A PART OF THIS DOCUMENT AS IF FULLY SET FORTH HEREIN.

5. LEGAL REMEDIES:

ALL CLAIMS AND CONTROVERSIES SHALL BE SUBJECT TO THE ARIZONA PROCUREMENT CODE ' 41-2611 ET. AL. .

6. CONTRACT:

THE CONTRACT SHALL BE BASED UPON THE SOLICITATION ISSUED BY THE STATE AND THE OFFER SUBMITTED BY THE CONTRACTOR IN RESPONSE TO THE SOLICITATION. THE OFFER SHALL SUBSTANTIALLY CONFORM TO THE TERMS, CONDITIONS, SPECIFICATIONS AND OTHER REQUIREMENTS SET FORTH WITHIN THE TEXT OF THE SOLICITATION. THE STATE RESERVES THE RIGHT TO CLARIFY ANY CONTRACTUAL TERMS WITH THE CONCURRENCE OF THE CONTRACTOR, HOWEVER, ANY SUBSTANTIAL NON-CONFORMITY IN THE OFFER SHALL BE DEEMED NON-RESPONSIVE AND THE OFFER REJECTED. THE CONTRACT SHALL CONTAIN THE ENTIRE AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CONTRACTOR RELATING TO THIS REQUIREMENT AND SHALL PREVAIL OVER ANY AND ALL PREVIOUS AGREEMENTS, CONTRACTS, PROPOSALS, NEGOTIATIONS, PURCHASE ORDERS OR MASTER AGREEMENTS IN ANY FORM.

7. CONTRACT AMENDMENTS:

THIS CONTRACT SHALL BE MODIFIED ONLY BY A WRITTEN CONTRACT AMENDMENT (SPO FORM 217) SIGNED BY PERSONS DULY AUTHORIZED TO ENTER INTO CONTRACTS ON BEHALF OF THE STATE AND THE CONTRACTOR.

8. PROVISIONS REQUIRED BY LAW:

EACH AND EVERY PROVISION OF LAW AND ANY CLAUSE REQUIRED BY LAW TO BE IN THE CONTRACT SHALL BE READ AND ENFORCED AS THOUGH IT WERE INCLUDED HEREIN, AND IF THROUGH MISTAKE OR OTHERWISE ANY SUCH PROVISION IS NOT INSERTED, OR IS NOT CORRECTLY INSERTED, THEN UPON THE APPLICATION OF EITHER PARTY THE CONTRACT SHALL FORTHWITH BE PHYSICALLY AMENDED TO MAKE SUCH INSERTION OR CORRECTION.

9. TERMINATION BY THE GOVERNOR:

THE STATE MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION PURSUANT TO A.R.S. ' 38-511 IF ANY PERSON SIGNIFICANTLY INVOLVED IN INITIATING, NEGOTIATING, SECURING, DRAFTING OR CREATING THE CONTRACT ON BEHALF OF THE STATE IS OR BECOMES, AT ANY TIME WHILE THE CONTRACT OR ANY EXTENSION OF THE CONTRACT IS IN EFFECT AN EMPLOYEE OF, OR A CONSULTANT TO ANY OTHER PARTY TO THIS CONTRACT WITH RESPECT TO THE SUBJECT MATTER OF THE CONTRACT. SUCH CANCELLATION SHALL BE EFFECTIVE WHEN WRITTEN NOTICE FROM THE GOVERNOR IS RECEIVED BY THE PARTIES TO THIS CONTRACT, UNLESS THE NOTICE SPECIFIES A LATER TIME.



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10. SEVERABILITY:

THE PROVISIONS OF THIS CONTRACT ARE SEVERABLE TO THE EXTENT THAT ANY PROVISION OR APPLICATION HELD TO BE INVALID SHALL NOT AFFECT ANY OTHER PROVISION OR APPLICATION OF THE CONTRACT WHICH MAY REMAIN IN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION.

11. RELATIONSHIP OF PARTIES:

IT IS CLEARLY UNDERSTOOD THAT EACH PARTY SHALL ACT IN ITS INDIVIDUAL CAPACITY AND NOT AS AN AGENT, EMPLOYEE, PARTNER, JOINT VENTURER, OR ASSOCIATE OF THE OTHER. AN EMPLOYEE OR AGENT OF ONE PARTY SHALL NOT BE DEEMED OR CONSTRUED TO BE THE EMPLOYEE OR AGENT OF THE OTHER PARTY FOR ANY PURPOSE WHATSOEVER. THE CONTRACTOR IS ADVISED THAT TAXES OR SOCIAL SECURITY PAYMENTS SHALL NOT BE WITHHELD FROM A STATE PAYMENT ISSUED HEREUNDER AND THAT CONTRACTOR SHOULD MAKE ARRANGEMENTS TO DIRECTLY PAY SUCH EXPENSES, IF ANY.

12. INTERPRETATION - PAROL EVIDENCE:

THIS CONTRACT IS INTENDED BY THE PARTIES AS A FINAL EXPRESSION OF THEIR AGREEMENT AND IS INTENDED ALSO AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THIS AGREEMENT. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF THE TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED IN THIS CONTRACT. ACCEPTANCE OR ACQUIESCENCE IN A COURSE OF PERFORMANCE RENDERED UNDER THIS CONTRACT SHALL NOT BE RELEVANT TO DETERMINE THE MEANING OF THIS CONTRACT EVEN THOUGH THE ACCEPTING OR ACQUIESCING PARTY HAS KNOWLEDGE OF THE NATURE OF THE PERFORMANCE AND OPPORTUNITY TO OBJECT. WHENEVER A TERM DEFINED BY THE ARIZONA PROCUREMENT CODE IS USED IN THIS CONTRACT, THE DEFINITION CONTAINED IN THE CODE SHALL CONTROL.

13. ASSIGNMENT - DELEGATION:

NO RIGHT OR INTEREST IN THIS CONTRACT SHALL BE ASSIGNED BY THE CONTRACTOR WITHOUT PRIOR WRITTEN PERMISSION OF THE STATE, AND NO DELEGATION OF ANY DUTY OF CONTRACTOR SHALL BE MADE WITHOUT PRIOR WRITTEN PERMISSION OF THE STATE. THE STATE SHALL NOT UNREASONABLY WITHHOLD APPROVAL AND SHALL NOTIFY THE CONTRACTOR OF THE STATE'S POSITION WITHIN 15 DAYS OF RECEIPT OF WRITTEN NOTICE BY THE CONTRACTOR.

14. SUBCONTRACTS:

NO SUBCONTRACT SHALL BE ENTERED INTO BY THE CONTRACTOR WITH ANY OTHER PARTY TO FURNISH ANY OF THE MATERIAL, SERVICE OR CONSTRUCTION SPECIFIED HEREIN WITHOUT THE ADVANCE WRITTEN APPROVAL OF THE STATE. ALL SUBCONTRACTS SHALL COMPLY WITH FEDERAL AND STATE LAWS AND REGULATIONS WHICH ARE APPLICABLE TO THE SERVICES COVERED BY THE SUBCONTRACT AND SHALL INCLUDE ALL THE TERMS AND CONDITIONS SET FORTH HEREIN WHICH SHALL APPLY WITH EQUAL FORCE TO THE SUBCONTRACT, AS IF THE SUBCONTRACTOR WERE THE CONTRACTOR REFERRED TO HEREIN. THE CONTRACTOR IS RESPONSIBLE FOR CONTRACT PERFORMANCE WHETHER OR NOT SUBCONTRACTORS ARE USED. THE STATE SHALL NOT UNREASONABLY WITHHOLD APPROVAL AND SHALL NOTIFY THE CONTRACTOR OF THE STATE'S POSITION WITHIN 15 DAYS OF RECEIPT OF WRITTEN NOTICE BY THE CONTRACTOR.

15. RIGHTS AND REMEDIES:

NO PROVISION IN THIS DOCUMENT OR IN THE VENDOR'S OFFER SHALL BE CONSTRUED, EXPRESSLY OR BY IMPLICATION AS A WAIVER BY EITHER PARTY OF ANY EXISTING OR FUTURE RIGHT AND/OR REMEDY AVAILABLE BY LAW IN THE EVENT OF ANY CLAIM OF DEFAULT OR BREACH OF CONTRACT. THE FAILURE OF EITHER PARTY TO INSIST UPON THE STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THE CONTRACT OR TO EXERCISE OR DELAY THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED IN THE CONTRACT, OR BY LAW, OR THE ACCEPTANCE OF MATERIALS OR SERVICES, OR THE PAYMENT FOR MATERIALS OR SERVICES, SHALL NOT RELEASE EITHER PARTY FROM ANY RESPONSIBILITIES OR OBLIGATIONS IMPOSED BY THIS CONTRACT OR BY LAW, AND SHALL NOT BE DEEMED A WAIVER OF ANY RIGHT OF EITHER PARTY TO INSIST UPON THE STRICT PERFORMANCE OF THE CONTRACT.

16. PROTESTS:

PROTESTS SHALL BE FILED, AND SHALL BE RESOLVED, IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 23, ARTICLE 9 AND A.C.R.R. R2-7-901 THROUGH R2-7-937. A PROTEST SHALL BE IN WRITING AND SHALL BE FILED WITH THE PURCHASING AGENCY (PROCUREMENT OFFICER) AND THE STATE PURCHASING ADMINISTRATOR. A PROTEST OF A SOLICITATION SHALL BE RECEIVED AT THE PURCHASING AGENCY BEFORE THE SOLICITATION OPENING DATE. A PROTEST OF A PROPOSED AWARD OR OF AN AWARD SHALL BE FILED WITHIN TEN DAYS AFTER THE PROTESTER KNOWS OR SHOULD HAVE KNOWN THE BASIS OF THE PROTEST. A PROTEST SHALL INCLUDE:

- A. THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PROTESTER;
- B. THE SIGNATURE OF THE PROTESTER OR ITS REPRESENTATIVE;
- C. IDENTIFICATION OF THE PURCHASING AGENCY AND THE SOLICITATION OR CONTRACT NUMBER;
- D. A DETAILED STATEMENT OF THE LEGAL AND FACTUAL GROUNDS OF PROTEST INCLUDING COPIES OF RELEVANT DOCUMENTS; AND
- E. THE FORM OF RELIEF REQUESTED.

17. WARRANTIES:

CONTRACTOR WARRANTS THAT ALL MATERIAL, SERVICE OR CONSTRUCTION DELIVERED UNDER THIS CONTRACT SHALL CONFORM TO THE SPECIFICATIONS OF THIS CONTRACT. MERE RECEIPT OF SHIPMENT OF THE MATERIAL, SERVICE, OR CONSTRUCTION SPECIFIED AND ANY INSPECTION INCIDENTAL THERETO BY THE STATE, SHALL NOT ALTER OR AFFECT THE OBLIGATIONS OF THE CONTRACTOR OR THE RIGHTS OF THE STATE UNDER THE FOREGOING WARRANTIES. ADDITIONAL WARRANTY REQUIREMENTS MAY BE SET FORTH IN THIS DOCUMENT.



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18. INDEMNIFICATION:

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE STATE, FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LOSS, COST, AND DAMAGES OF EVERY KIND AND DESCRIPTION, INCLUDING ANY REASONABLE ATTORNEYS' FEES AND/OR LITIGATION EXPENSES, WHICH MAY BE BROUGHT OR MADE AGAINST OR INCURRED BY THE STATE ON ACCOUNT OF LOSS OF OR DAMAGE TO ANY PROPERTY OR FOR INJURIES TO OR DEATH OF ANY PERSON, CAUSED BY, ARISING OUT OF, OR CONTRIBUTED TO, IN PART, BY REASONS OF ANY ACT, OMISSION, PROFESSIONAL ERROR, FAULT, MISTAKE, OR NEGLIGENCE OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THEIR EMPLOYEES, AGENTS, OR REPRESENTATIVES IN CONNECTION WITH OR INCIDENTAL TO THE PERFORMANCE OF THIS AGREEMENT, OR ARISING OUT OF WORKER'S COMPENSATION CLAIMS, UNEMPLOYMENT COMPENSATION CLAIMS, OR UNEMPLOYMENT DISABILITY COMPENSATION CLAIMS OF EMPLOYEES OF THE CONTRACTOR AND/OR ITS SUBCONTRACTORS OR CLAIMS UNDER SIMILAR SUCH LAWS OR OBLIGATIONS. THE CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY LIABILITY CAUSED BY THE SOLE NEGLIGENCE OF THE STATE, OR ITS EMPLOYEES.

19. OVERCHARGES BY ANTITRUST VIOLATIONS:

THE STATE MAINTAINS THAT, IN ACTUAL PRACTICE, OVERCHARGES RESULTING FROM ANTITRUST VIOLATIONS ARE BORNE BY THE PURCHASER. THEREFORE, TO THE EXTENT PERMITTED BY LAW, THE CONTRACTOR HEREBY ASSIGNS TO THE STATE ANY AND ALL CLAIMS FOR SUCH OVERCHARGES AS TO THE GOODS OR SERVICES USED TO FULFILL THE CONTRACT.

20. FORCE MAJEURE:

A. EXCEPT FOR PAYMENT OF SUMS DUE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER NOR DEEMED IN DEFAULT UNDER THIS CONTRACT IF AND TO THE EXTENT THAT SUCH PARTY'S PERFORMANCE OF THIS CONTRACT IS PREVENTED BY REASON OF FORCE MAJEURE. THE TERM "FORCE MAJEURE" MEANS AN OCCURRENCE THAT IS BEYOND THE CONTROL OF THE PARTY AFFECTED AND OCCURS WITHOUT ITS FAULT OR NEGLIGENCE. WITHOUT LIMITING THE FOREGOING, FORCE MAJEURE INCLUDES ACTS OF GOD; ACTS OF THE PUBLIC ENEMY; WAR; RIOTS; STRIKES; MOBILIZATION; LABOR DISPUTES; CIVIL DISORDERS; FIRE; FLOOD; LOCKOUTS; INJUNCTIONS-INTERVENTION-ACTS, OR FAILURES OR REFUSAL TO ACT BY GOVERNMENT AUTHORITY; AND OTHER SIMILAR OCCURRENCES BEYOND THE CONTROL OF THE PARTY DECLARING FORCE MAJEURE WHICH SUCH PARTY IS UNABLE TO PREVENT BY EXERCISING REASONABLE DILIGENCE. THE FORCE MAJEURE SHALL BE DEEMED TO COMMENCE WHEN THE PARTY DECLARING FORCE MAJEURE NOTIFIES THE OTHER PARTY OF THE EXISTENCE OF THE FORCE MAJEURE AND SHALL BE DEEMED TO CONTINUE AS LONG AS THE RESULTS OR EFFECTS OF THE FORCE MAJEURE PREVENT THE PARTY FROM RESUMING PERFORMANCE IN ACCORDANCE WITH THIS AGREEMENT.

FORCE MAJEURE SHALL NOT INCLUDE THE FOLLOWING OCCURRENCES:

1. LATE DELIVERY OF EQUIPMENT OR MATERIALS CAUSED BY CONGESTION AT A MANUFACTURER'S PLANT OR ELSEWHERE, OR AN OVERSOLD CONDITION OF THE MARKET.
2. LATE PERFORMANCE BY A SUBCONTRACTOR UNLESS THE DELAY ARISES OUT OF A FORCE MAJEURE OCCURRENCE IN ACCORDANCE WITH THIS FORCE MAJEURE TERM AND CONDITION. ANY DELAY OR FAILURE IN PERFORMANCE BY EITHER PARTY HERETO SHALL NOT CONSTITUTE DEFAULT HEREUNDER OR GIVE RISE TO ANY CLAIM FOR DAMAGES OR LOSS OF ANTICIPATED PROFITS IF, AND TO THE EXTENT THAT SUCH DELAY OR FAILURE IS CAUSED BY FORCE MAJEURE.

B. IF EITHER PARTY IS DELAYED AT ANY TIME IN THE PROGRESS OF THE WORK BY FORCE MAJEURE, THE DELAYED PARTY SHALL NOTIFY THE OTHER PARTY IN WRITING OF SUCH DELAY, AS SOON AS IS PRACTICAL, OF THE COMMENCEMENT THEREOF AND SHALL SPECIFY THE CAUSES OF SUCH DELAY IN SUCH NOTICE. SUCH NOTICE SHALL BE HAND DELIVERED OR MAILED CERTIFIED-RETURN RECEIPT AND SHALL MAKE A SPECIFIC REFERENCE TO THIS ARTICLE, THEREBY INVOKING ITS PROVISIONS. THE DELAYED PARTY SHALL CAUSE SUCH DELAY TO CEASE AS SOON AS PRACTICABLE AND SHALL NOTIFY THE OTHER PARTY IN WRITING WHEN IT HAS DONE SO. THE TIME OF COMPLETION SHALL BE EXTENDED BY CONTRACT MODIFICATION FOR A PERIOD OF TIME EQUAL TO THE TIME THAT RESULTS OR EFFECTS OF SUCH DELAY PREVENT THE DELAYED PARTY FROM PERFORMING IN ACCORDANCE WITH THIS CONTRACT.

21. RIGHT TO ASSURANCE:

WHENEVER ONE PARTY TO THIS CONTRACT IN GOOD FAITH HAS REASON TO QUESTION THE OTHER PARTY'S INTENT TO PERFORM, HE MAY DEMAND THAT THE OTHER PARTY GIVE A WRITTEN ASSURANCE OF THIS INTENT TO PERFORM. IN THE EVENT THAT A DEMAND IS MADE AND NO WRITTEN ASSURANCE IS GIVEN WITHIN FIVE (5) DAYS, THE DEMANDING PARTY MAY TREAT THIS FAILURE AS AN ANTICIPATORY REPUDIATION OF THE CONTRACT.

22. RECORDS:

PURSUANT TO PROVISIONS OF TITLE 35, CHAPTER 1, ARTICLE 6 ARIZONA REVISED STATUTES ' 35-214 AND ' 35-215 EACH CONTRACTOR SHALL RETAIN, AND SHALL CONTRACTUALLY REQUIRE EACH SUBCONTRACTOR TO RETAIN, ALL BOOKS, ACCOUNTS, REPORTS, FILES AND OTHER RECORDS RELATING TO THE ACQUISITION AND PERFORMANCE OF THE CONTRACT FOR A PERIOD OF FIVE (5) YEARS AFTER THE COMPLETION OF THE CONTRACT. ALL SUCH DOCUMENTS SHALL BE SUBJECT TO INSPECTION AND AUDIT AT REASONABLE TIMES. UPON REQUEST, A LEGIBLE COPY OF ANY OR ALL SUCH DOCUMENTS SHALL BE PRODUCED AT THE OFFICES OF THE AUDITOR GENERAL, THE ATTORNEY GENERAL, THE STATE PURCHASING OFFICE OR ANY AGENCY DOING BUSINESS UNDER THIS CONTRACT.

23. ADVERTISING:

CONTRACTOR SHALL NOT ADVERTISE OR PUBLISH INFORMATION CONCERNING THIS CONTRACT, WITHOUT PRIOR WRITTEN CONSENT OF THE STATE. THE STATE SHALL NOT UNREASONABLY WITHHOLD PERMISSION.



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24. RIGHT TO INSPECT PLANT:

THE STATE MAY, AT REASONABLE TIMES, AND AT THE STATE'S EXPENSE, INSPECT THE PLANT OR PLACE OF BUSINESS OF A CONTRACTOR OR SUBCONTRACTOR WHICH IS RELATED TO THE PERFORMANCE OF ANY CONTRACT AS AWARDED OR TO BE AWARDED, IN ACCORDANCE WITH A.R.S. '41-2547.

25. INSPECTION:

ALL MATERIAL, SERVICE OR CONSTRUCTION ARE SUBJECT TO FINAL INSPECTION AND ACCEPTANCE BY THE STATE. MATERIAL, SERVICE OR CONSTRUCTION FAILING TO CONFORM TO THE SPECIFICATIONS OF THIS CONTRACT SHALL BE HELD AT CONTRACTOR'S RISK AND MAY BE RETURNED TO THE CONTRACTOR. IF SO RETURNED, ALL COSTS ARE THE RESPONSIBILITY OF THE CONTRACTOR. COMPLIANCE SHALL CONFORM TO THE CANCELLATION CLAUSE SET FORTH IN THIS DOCUMENT.

26. EXCLUSIVE POSSESSION:

ALL SERVICES, INFORMATION, COMPUTER PROGRAM ELEMENTS, REPORTS AND OTHER DELIVERABLES WHICH MAY BE CREATED UNDER THIS CONTRACT ARE THE SOLE PROPERTY OF THE STATE OF ARIZONA AND SHALL NOT BE USED OR RELEASED BY THE CONTRACTOR OR ANY OTHER PERSON EXCEPT WITH PRIOR WRITTEN PERMISSION OF THE STATE.

27. TITLE AND RISK OF LOSS:

THE TITLE AND RISK OF LOSS OF MATERIAL OR SERVICE SHALL NOT PASS TO THE STATE UNTIL THE STATE ACTUALLY RECEIVES THE MATERIAL OR SERVICE AT THE POINT OF DELIVERY, UNLESS OTHERWISE PROVIDED WITHIN THIS CONTRACT.

28. NO REPLACEMENT OF DEFECTIVE TENDER:

EVERY TENDER OF MATERIALS MUST FULLY COMPLY WITH ALL PROVISIONS OF THIS CONTRACT. IF A TENDER IS MADE WHICH DOES NOT FULLY CONFORM, THIS SHALL CONSTITUTE A BREACH AND CONTRACTOR SHALL NOT HAVE THE RIGHT TO SUBSTITUTE A CONFORMING TENDER. COMPLIANCE SHALL CONFORM TO THE CANCELLATION CLAUSE SET FORTH WITHIN THIS DOCUMENT.

29. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:

CONTRACTOR SHALL DELIVER CONFORMING MATERIALS IN EACH INSTALLMENT OR LOT OF THIS CONTRACT AND MAY NOT SUBSTITUTE NONCONFORMING MATERIALS. DELIVERY OF NONCONFORMING MATERIALS OR A DEFAULT OF ANY NATURE, AT THE OPTION OF THE STATE, SHALL CONSTITUTE A BREACH OF THE CONTRACT AS A WHOLE. COMPLIANCE SHALL CONFORM TO THE CANCELLATION CLAUSE SET FORTH WITHIN THIS DOCUMENT.

30. SHIPMENT UNDER RESERVATION PROHIBITED:

CONTRACTOR IS NOT AUTHORIZED TO SHIP MATERIALS UNDER RESERVATION AND NO TENDER OF A BILL OF LADING SHALL OPERATE AS A TENDER OF THE MATERIALS. COMPLIANCE SHALL CONFORM TO THE CANCELLATION CLAUSE SET FORTH WITHIN THIS DOCUMENT.

31. LIENS:

ALL GOODS, SERVICES AND OTHER DELIVERABLES SUPPLIED TO THE STATE UNDER THIS CONTRACT SHALL BE FREE OF ALL LIENS OTHER THAN THE SECURITY INTEREST HELD BY THE CONTRACTOR UNTIL PAYMENT IN FULL IS MADE BY THE STATE. UPON REQUEST OF THE STATE, THE CONTRACTOR SHALL PROVIDE A FORMAL RELEASE OF ALL LIENS.

32. PAYMENT:

A SEPARATE INVOICE SHALL BE ISSUED FOR EACH SHIPMENT OF MATERIAL OR SERVICE PERFORMED, AND NO PAYMENT SHALL BE ISSUED PRIOR TO RECEIPT OF MATERIAL, SERVICE OR CONSTRUCTION AND CORRECT INVOICE. PAYMENT SHALL BE SUBJECT TO THE PROVISIONS OF TITLE 35 OF THE ARIZONA REVISED STATUTES.

33. LICENSES:

CONTRACTOR SHALL MAINTAIN IN CURRENT STATUS ALL FEDERAL, STATE, AND LOCAL LICENSES AND PERMITS REQUIRED FOR THE OPERATION OF THE BUSINESS CONDUCTED BY THE CONTRACTOR AS APPLICABLE TO THIS CONTRACT.

34. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN STATE PERSONNEL:

ALL SPECIFICATIONS SHALL SEEK TO PROMOTE OVERALL ECONOMY FOR THE PURPOSES INTENDED AND ENCOURAGE COMPETITION AND NOT BE UNDULY RESTRICTIVE IN SATISFYING THE STATE'S NEEDS IN ACCORDANCE WITH A.R.S. CHAPTER 23, ARTICLE 4. NO PERSON PREPARING SPECIFICATIONS SHALL RECEIVE ANY DIRECT OR INDIRECT BENEFIT FROM THE UTILIZATION OF SPECIFICATIONS, OTHER THAN FEES PAID FOR THE PREPARATION OF SPECIFICATIONS (A.C.R.R. R2-7-411).

35. COST OF BID PREPARATION:

THE STATE SHALL NOT REIMBURSE THE COST OF DEVELOPING, PRESENTING OR PROVIDING ANY RESPONSE TO THIS SOLICITATION. OFFERS SUBMITTED FOR CONSIDERATION SHOULD BE PREPARED SIMPLY AND ECONOMICALLY, PROVIDING ADEQUATE INFORMATION IN A STRAIGHTFORWARD AND CONCISE MANNER.

36. PUBLIC RECORD:

ALL BIDS SUBMITTED IN RESPONSE TO THIS INVITATION SHALL BECOME THE PROPERTY OF THE STATE AND SHALL BECOME A MATTER OF PUBLIC RECORD AVAILABLE FOR REVIEW, SUBSEQUENT TO THE AWARD NOTIFICATION, AS PROVIDED FOR BY THE ARIZONA PROCUREMENT CODE.



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I. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to any type of Solicitation.
- J. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

II. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



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- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

III. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

IV. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.



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5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

V. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

VI. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
- Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - Force Majeure shall not include the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.



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4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

VII. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials are used;
 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
- G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- H. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof,



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unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

VIII. State's Contractual Remedies

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

IX. Contract Termination

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

X. **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

XI. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Jerry Brink, State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

Contract Type (Term)

Fixed price term indefinite quantity.

Term of Contract (2 Year)

The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.



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Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 36 months.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Directors and Officers;

Errors and Omissions;

Medical Malpractice;

Druggists Professional;

Architects/Engineers Professional;

Lawyers Professional;

Teachers Professional;

Accountants Professional;

Social Workers Professional.



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The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

Current Products

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

Shipping F.O.B. Delivered

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The contractor shall bear all related shipping cost as well as title and control of goods until delivery and installation.

Price Adjustment (After 180 Days)

The Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option, is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made to other customers.

Written notification by the contractor is required thirty (30) days in advance of any price change. All price adjustments will be effective on the first day of the month following approval by State Purchasing.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).



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Taxes

Prices offered shall not include applicable state and local taxes. The state will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

Payment

The contractor shall submit to the issuing agency, after completion of the task or combination of tasks listed by the issuing agency's task order, a state of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing agency shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

Contract Default

A. The state, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
2. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situations within a period of ten (10) days after receipt of notice.

B. In the event the state terminates this contract in whole or part, the state may procure supplies or services similar to those terminated, and the contractor shall be liable to the state for any excess costs for such similar supplies or services.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond; or



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C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Catalogs/Contract Price Listing

As applicable, the contractor(s) shall be required to furnish to all requesting agencies and eligible political sub-divisions, catalogs at no cost which will outline contract prices.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Contraband

Any person who takes into or out of , or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. § 13-2501

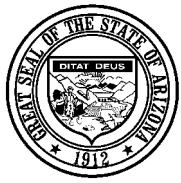
Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505

- 1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- 2. Promoting prison contraband is a Class 5 felony.

Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.



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Millennium Compliance (Year 2000)

A. Definition of Information Technology. As used in this section, the term "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

B. Millennium Compliance Certification. Prior to or at the time of bid or proposal opening, the contractor shall prepare and provide a "Millennium Compliance Certification" to the purchasing agency. The Millennium Compliance Certification shall set forth an unequivocal certification of the following: (1) that any and all Information Technology that the contractor will delivery under this contract will accurately process date data (including without limitation, calculating, comparing, and/or sequencing) from, into, and between the Years 1999 and 2000 and the twentieth and twenty-first centuries; and (2) that any and all Information Technology that the contractor will delivery under this contract shall accurately process leap year calculations.

Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Post Award Meetings

Upon award, any or all contractors should avail themselves to participating in post award meetings with state and political subdivision users and buyers.

Meetings may be held either as many as two (2) times in metropolitan ("metro") Phoenix during each contract year or once within metro Phoenix and once in another user city within the state each contract year.

The meetings may include a pre-conference with state personnel to discuss mutual contractual responsibilities and other performance related items.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.



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3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three (3) month period of the contract term.

Pricing


Contract pricing shall be based on a fixed discount percent (%) off of the National Auto Glass Specification (NAGS) catalog and price calculator. Said pricing shall be inclusive of all labor, equipment, materials, parts, supplies, travel, per diem and services as required herein to provide windshield replacement services "Statewide" accordance with Original Manufactures Specifications.

All stated prices set forth shall remain in effect for the stated term specified in any resultant contract and shall include all cost associated with contract performance including the cost of insurance and every other item of expense, direct or indirect, (excluding sales tax) incidental to the contract price.

Additionally, the awarded contractor(s) shall provide, at no cost to the State, copies of the NAGS catalog and price scheduled to all eligible agencies/entities upon request.

Warranty (12 Months)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

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VEHICLE WINDSHIELD AND WINDSHIELD ASSEMBLIES
“ARIZONA STATEWIDE CONTRACT” FOR REPAIR/REPLACEMENT

INTRODUCTION:

The State of Arizona plans to enter into a two (2) year term contract(s) with options to extend for supplemental periods of up to a maximum thirty six (36) months for full service “Statewide” vehicle windshield and auto glass repair/replacement in accordance with the specifications and Terms and Conditions contained herein.

Windshield auto glass repair/replacement services purchased on State contract exceeded \$750,000.00 during the past twelve (12) month period.

SCOPE OF WORK

The award contractor(s) shall be responsible for providing all labor, equipment, materials, parts, supplies, shipping, travel, per diem, and services specified in this solicitation in accordance with all stated Terms and Conditions, for the fixed discount percent (%) off of the National Auto Glass Specification (NAGS) catalog and price calculator as set forth on the solicitations price sheet. The fixed discount percent (%) off of the NAGS catalog and price calculator shall remain in full force and effect for the stated term specified in any resultant contract and shall include the cost of insurance and every other item of expense, direct or indirect, (excluding sales tax) incidental to the bid price (% off NAGS).

The successful contractor(s) shall supply, at no charge to the State, copies of all NAGS catalogs and price calculators to all requesting State agencies and political subdivisions.

SPECIFICATIONS

1.0 Materials:

1.1 All materials utilized in the performance of this contract shall be either Original Equipment Manufacturer (OEM) or those equivalent to OEM Materials.

1.2 Must comply with all quality, safety, environmental and structural standards set forth by; Federal, State and local regulatory agencies, the National Automotive Industry and all other governing authorities.

2.0 Installation.

2.1 Contractor (s) shall be capable of providing windshield replacement and installation services in accordance with Original Equipment Manufacturers (OEM) specifications per the Motor Safety Act, section 1937, latest revision. Using either OEM or OEM equivalent glass, components and supplies.


2.2 All windshields and curved glass shall be installed by the full cut-out method. The following definition shall apply in sequence for the full cut-out method.

a) All old ribbon tape and/or urethane shall be removed and replaced with new tape and urethane. (Butyl shall not be substituted for urethane). b) The windshield shall be dry set and marked to ensure that at least 1/4" on urethane exist beneath the windshield for proper structural strength. c) The pinch-weld shall be cleaned with adhesive cleaner and the replacement glass shall also be cleaned before installation to ensure a proper seal. d) Metal shall be primed with a urethane primer (unless a primerless urethane is used) e) Ribbon shall be applied to the inside pinch-weld of the car. f) Replacement glass shall be set to align with the marks (ref item “b”). g) The urethane shall be paddled, excess urethane shall be removed, final cleaning shall take place and all trim shall be reinstalled. h) All windshield installations shall be accomplished with a minimum of one urethane installation kit.

3.0 Service required locations/response times: (Bidders to complete / submit Attachment “D” with bid)

3.1 Contractor(s) shall have existing service maintenance facilities, personnel and mobile repair units capable of providing windshield replacement service within twenty-four(24) hours ARO to the following metropolitan areas; Phoenix, Tucson, Prescott and Flagstaff, Florence, Coolidge, Gila Bend.

3.2 Contractor(s) shall provide windshield replacement service to all other locations throughout the State within seven (7) days ARO.

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3.3 Contractor(s) shall have existing maintenance facilities and personnel located in the greater Phoenix Metro area capable of handling emergency drive-in windshield replacement service within four (4) hours ARO.

3.4 In the event that a contract customer has a disabled vehicle requiring immediate servicing (e.g. law enforcement cruisers, primary service vehicles) and the contractor(s) is unable to respond within a mutually agreed upon time frame. The ordering agency reserves the right to seek another source so as not to permit expensive and/or excessive equipment down time.

3.5 Attachment _A_ contains a listing of some the State's major vehicle maintenance shop locations. Note, this is not a complete list of all service maintenance locations by rather an example of the various locations requiring ongoing service during the term of any resultant contract(s).

4.0 Personnel Qualifications:

4.1 Windshield replacement and installation services shall be done solely by qualified (properly trained/certified) personnel.

5.0 Telephone/Facsimile Ordering Support: (Bidders to complete / submit Attachment "C" with bid)

5.1 Contractor(s) shall have existing facilities capable of accepting windshield replacement orders, quoting State contract pricing and dispatching mobile repair units to required locations via telephone and/or facsimile.



Price Sheet

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For the goods and/or services specified herein, the following apply:

- If payment is made within 30 calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by 1%. (Refer to Uniform Instructions To Offerors for discount requirements.)
- Sales Tax Percent: 7.7%. (See Uniform Instructions to Offerors, paragraph 7.)

NOTICE: The contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. The vendor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

LINE NO.	COMMODITY DESCRIPTION	QNTY	U/M	UNIT PRICE	EXTENDED PRICE
10	133810 - Windshield,Curved,Repair/Replacement,Disc % Discount Percent Off NAGS Curved,Clear,Shaded or tinted, installed replacement: A Discount of 71.5 % is offered off of the NAGS Calculator, Price List Dated January 10, 2000 for foreign and domestic vehicles.			0.00	
20	Catalog Discount: 71.5 133811 - Windshield,Flat,Repair/Replacement,Discount % Off Discount Percent Off NAGS Flat, precut having NAGS part No. (e.c. DL,FL, etc.) clear, shaded or tinted, installed replacement: A Discount of 71.4% is offered off of the NAGS Calculator, Price List Dated January 10, 2000 for foreign and domestic vehicles. Catalog Discount: 71.5			0.00	
30	133812 - Windows,Curved,Repair/Replacement,Disc % Off NAGS Windows, Curved, Installed replacment. A Discount of 69.0% is offered off of the NAGS Calculator, Price List Dated January 10, 2000 for foreign and domestic vehicles.			0.00	
40	Catalog Discount: 69.0 101878 - Mirrors,Auto,Replacement,Installed Optional Pricing, will NOT be used in evaluation. Catalog Discount: 0.0	1	ea	10.00	10.00
50	133813 - Mirrors,Large,Trucks/Hvy Equip,Replacemnt,Install Large Trucks/Heavy Equipment, Installed Replacement Catalog Discount: 0.0	1	ea	15.00	15.00

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ATTACHMENT C

MAINTENANCE INFORMATION:

Pursuant to Special Instructions to Offerors, bidders are required to have either existing local (Phoenix Metro) maintenance facilities or a formal agreement in place with an existing local (Phoenix Metro) maintenance facility. Bidders shall complete and submit the following information with their bid for evaluation purposes. Failure to submit this information with the bid may result in the bid being deemed non-responsive.

Does bidder have local maintenance facility? **Yes** X **NO**

If yes, please provide the following:

Address: 4440 East Elwood Streed
Phoenix, Arizona 85040

Contact Person: Scott R. Gardner

Telephone Number: (480) 517-6512

Does bidder have a formal third party agreement in place with an existing local (Phoenix Metro) maintenance facility? If yes, please provide copy of formal agreement/evidence of agreement with bid.

YES **NO** X

TELEPHONE ORDERING/TECHNICAL SUPPORT:


Telephone order support. Bidders are to supply one or more of the following with the bid:

Local support telephone number(s): (480) 517o-6500 **or** (602) 252-2000

Collect Call (contractor accepted charges) support telephone number(s): All Arizona Locations

Is telephone support available between the hours of 7:00 a.m. and 5:00 p.m. (Mondays through Fridays)?

YES X **NO**

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SERVICE LOCATIONS

PHOENIX METRO

PHOENIX - 55 MOBILE VEHICLES TO SERVICE METRO PHOENIX AND 100 MILE RADIUS

Safelite Autoglass
\$463 Contact - Mitch Bowen
2216 West Bell Road
Phoenix, AZ 85023
(602) 866-1930

Safelite Autoglass
#1814 Contact - Less Gallegos
4440 East Elwood
Phoenix, AZ 85040
(480) 517-6500

Safelite Autoglass
#6190 Contact - Kevin Ice
13011 North Cave Creek Road
Phoenix, AZ 85022
(480) 494-6600

Safelite Autoglass
#6191 Contact - Rocky Sullenger
250 W. Guadalupe, Suite #17
Tempe, AZ 85283
(480) 491-8738

Safelite Autoglass
#6192 Contact Larry Dewitt
7105 North 51st Avenue
Glendale, AZ 85302
(623) 931-3384

Safelite Autoglass
#6194 Contact - Brian Carney
5190 West Peoria
Glendale, AZ 85302
(623) 979-8461

Safelite Autoglass
#6193 Contact Bob Wolfe
255 East Southern Ave.
Mesa, AZ 85210
(480) 835-0800

Safelite Autoglass
#6195 Contact Dwayne Loftman
4613 North 7th Avenue
Phoenix, Arizona 85013
(602) 266-1251

TUCSON

TUCSON - 20 MOBILE VEHICLES TO SERVICE THE TUCSON AREA AND 100 MILE RADIUS


Safelite Augoglass
#503 Contact - Bob Bodenheimer
6847 East 22nd Avenue
Tucson, AZ 85710
(520) 790-4299

Safelite Augoglass
#1819 Contact - Wendy Brorsen
10 North Park Avenue
Tucson, AZ 85719
(520) 624-8591

YUMA

YUMA - 3 MOBILE VEHICLES TO SERVICE 100 MILE RADIUS

Safelite Augoglass
#6189 Contact - Heleman (Mike) Lopez
260 West 23rd Street
Yuma, AZ 85364
(520) 782-4341

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FLAGSTAFF

FLAGSTAFF - 3 MOBILE VEHICLES TO SERVICE 100 MILE RADIUS

Safelite Augoglass
#468 Contact - David Rittershaus
203 South Milton
Flagstaff, AZ 86001
(520) 779-3679

HAVASU, KINGMAN, BULLHEAD - 3 LOCATIONS - 6 MOBILE VEHICLES SERVICING 125 MILE RADIUS

HAVASU

Safelite Augoglass
#661 Contact - Brandon McPherson
1884 West Acoma
Lake Havasu, AZ 86403
(520) 855-4644

KINGMAN

Safelite Augoglass
#6547 Contact - Bobby Beard
809 Andy Devine
Kingman, AZ 86401
(520) 704-1245

BULLHEAD

Safelite Augoglass
#6546 Contact - Mike Smart
3170 Hwy 95
Bullhead City, AZ 86442
(520) 704-1991

SIERRA VISTA


SIERRA VISTA - 2 MOBILE VEHICLES SERVING 100 MILE RADIUS

Safelite Augoglass
#6186 Contact - Marc Anderson
4148 Industry Drive #1104
Sierra Vista, AZ 85364

PRESCOTT

PRESCOTT - 2 MOBILE VEHICLES SERVING 100 MILE RADIUS

Safelite Augoglass
#6308 Contact - Pat Bryson
720 North 6th Street
Prescott, AZ 86301
(520) 777-0331

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ATTACHMENT D

SERVICE, REQUIRED LOCATION/RESPONSE TIMES, PAGES 24 AND 25 SECTION 3.0:

Pursuant to the requirements of this section, bidders shall complete and submit the following information with their bid for evaluation purposes. Failure to submit this information (or non compliance thereof) with the bid shall result in the bid being deemed non-responsive.

Section 3.1 Contractor(s) shall have existing service maintenance facilities, personnel and mobile repair units capable of providing windshield replacement service within twenty-four (24) hours ARO to the following metropolitan areas; Phoenix, Tucson, Prescott and Flagstaff, Florence, Coolidge, Gila Bend.

Does bidder have the ability to meet or exceed this requirement? Yes ☒X___ No ☐___

Section 3.2 Contractor(s) shall provide windshield replacement service to all other locations throughout the State within seven (7) days ARO.

Does bidder have the ability to meet or exceed this requirement? Yes ☒X___ No ☐___

Section 3.3 Contractor(s) shall have existing maintenance facilities and personnel located in the greater Phoenix Metro area capable of handling emergency drive-in windshield replacement service within four (4) hours ARO.

Does bidder have the ability to meet or exceed this requirement? Yes ☒X___ No ☐___

End of Contract AD000167-001 Document